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November 30, 2004

VIA HAND DELIVERY

Hon. Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and NuVox Communications, Inc f/k/a Trivergent Communications, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04-00412

Dear Chairman Miller:

NuVox Communications, Inc f/k/a Trivergent Communications, Inc and BellSouth Telecommunications, Inc are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the executed Amendments to the Interconnection Agreement dated June 30, 2000. The Interconnection Agreement expired on June 29, 2003 and the parties are currently in arbitration proceedings in BellSouth's nine state region. The Interconnection Agreement will continue month to month until the arbitrations have been completed.

The Amendment relates to Local Portability Recovery Costs.

Thank you for your attention to this matter.

Sincerely yours,

Guy M Hicks

GMH/dt

Enclosure

cc Hamilton E. Russell, III, Trivergent Communications, Inc.
John J. Heitmann, Esquire, Attorney for Trivergent Communications, Inc.
Don Baltimore, Esquire, Attorney for Trivergent Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and NuVox Communications, Inc. f/k/a Trivergent Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND NUVOX COMMUNICATIONS, INC. F/K/A TRIVERGENT
COMMUNICATIONS, INC. PURSUANT TO
THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, NuVox Communications, Inc. f/k/a Trivergent Communications, Inc. ("NuVox") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 30, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, NuVox and BellSouth state the following:

1. NuVox and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to NuVox. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 24, 2000.

2. The Interconnection Agreement expired on June 29, 2003 and the parties are currently in arbitration proceedings in BellSouth's nine state region. The Interconnection Agreement will continue month to month until the arbitrations have been completed.

3. The parties have recently negotiated an Amendment to the Agreement. The Amendment relates to Local Portability Recovery Costs.

4. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NuVox and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit the Amendment to the TRA for approval.

5 In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and NuVox within 90 days of their submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

6. NuVox and BellSouth aver that the Amendment is consistent with the standards for approval.

7. Pursuant to 47 USC Section 252(n) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

NuVox and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 29th day of Nov., 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

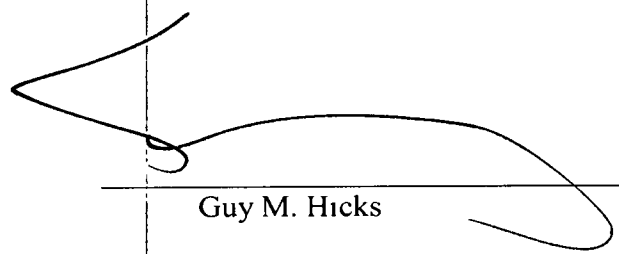
CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail, on the 29th day of Nov., 2004:

Hamilton E. Russell, III
Regional Vice President – Legal and Regulatory Affairs
NuVox Communications, Inc. (formerly TriVergent)
301 North Main Street, Suite 500
Greenville, SC 29601

John J. Heitmann Esquire
Counsel to NuVox Communications, Inc.
Kelley Drye & Warren LLP
1200 19th Street, NW
Washington, DC 20036

Don Baltimore, Esquire
Farrar & Bates
211 Seventh Avenue North, Suite 420
Nashville, TN 37219-1823


Guy M. Hicks

**Amendment to the Agreement
Between
NuVox Communications, Inc. (fka Trivergent Communications, Inc.)
and
BellSouth Telecommunications, Inc.
Dated June 30, 2000**

Pursuant to this Amendment, (the "Amendment"), NuVox Communications, Inc. (fka Trivergent Communications, Inc.) ("NuVox"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 30, 2000 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and NuVox entered into the Agreement on June 30, 2000, and;

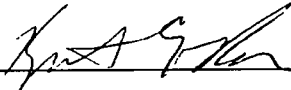
WHEREAS, BellSouth and NuVox are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004,

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

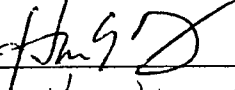
- 1 The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC
2. The Parties agree to add the following language to Section 7 1 10 of Attachment 2 and Section 10 9 of Attachment 2.
 - In addition to other charges specified in this Agreement for Local Number Portability NuVox shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No 1 Tariff,
- 3 All of the other provisions of the Agreement dated December 30, 2002 shall remain unchanged and in full force and effect
- 4 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 
Name: KRISTEN E. ROWIE
Title: DIRECTOR
Date: 10/6/04

**NuVox Communications, Inc. (fka
Trivergent Communications, Inc.)**

By: 
Name: HAMILTON RUSSELL
Title: VP, LEGAL AFFAIRS
Date: 10-05-04